

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

THOMAS GLENN KILDUFF AND KILDUFF TRUCKIN,
Plaintiff

NO.

v.

JAYCO, INC.,
Defendant

COMPLAINT

1. Plaintiff, Thomas Glenn Kilduff and Kilduff Truckin, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 2507 Judith Street, Bethlehem, PA 18020.

2. Defendant, Jayco, Inc., is a corporation qualified to do an regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 903 S. Main Street, Middlebury, IN 46540, and can be served at this address.

BACKGROUND

3. On or about April 12, 2022, Plaintiff purchased a new 2022 Jayco Greyhawk 31F, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1fdxe4fn4ndc28525.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined

by the Lemon Law, totaled more than \$142,604.00. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the warranty period, Plaintiff complained about defects and or non-conformities to the following vehicle components: roof vent lid broken, rear camera stays on, the passenger side compartment behind the LP tank not latching, radio stopped working, 4th compartment back is hard to lock and opens during travel, unit not auto leveling, check engine light illuminating, fuel fill on dash message displaying, dash camera not going back to radio when turn signals used, air conditioner not cooling while driving, drawer under the stove opening when traveling, drawer in the bunk area opening during travel, wires hanging down, and the entry door handle crooked and hard to operate. True and correct copies of the repair invoices are attached hereto, made a part hereof and marked Exhibit "B".

11. The vehicle continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT.

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth in length herein.

13. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

14. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no Automobile manufacturer complies with 16 CFA 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

15. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301 (3).

16. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. §2301 (4),(5) and (8).

17. The subject vehicle is a "consumer product" as defined by 15 U.S.C. §2301 (1).

18. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

19. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

20. Defendant has made attempts on several occasions to comply with the terms of its express warranties,; however, such repair attempts have been ineffective.

21. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be in appropriate.

22. Plaintiff has afforded Defendant a reasonable number of opportunities to confirm the vehicle to the aforementioned express warranties, implied warranties and contracts.

23. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff as suffered damages and, in accordance with 15 U.S.C.

§2310(d)(1), Plaintiffs are entitled to bring suite for such damages and other legal and equitable relief.

24. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

25. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

26. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

27. Plaintiff avers that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

28. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim

herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff is a "Person" as defined by 73 §201-2(2).

31. Defendant is a "Person" as defined by 73 §201-2(2).

32. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

33. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

34. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another,

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing.

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

35. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S.

§201-2 et seq.

36. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

37. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

38. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral changes, attorneys' fees, all court costs and treble damages.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

VERIFICATION

Timothy J. Abeel, Jr., states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the forgoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

EXHIBIT "A"

FRETZ RV

3479 Bethlehem Pike
Souderton, PA 18964
(610) 723-3121

REF

STOCK# 17180

E-MAIL

BUYER: THOMAS GLENN KILDUFF DBA KILDUFF TRUCKIN		DATE: 04/12/2022	
ADDRESS: 2507 JUDITH STREET BETHLEHEM PA 18020		COUNTY: NORTHAMPTON	
RES. PHONE: [REDACTED]	BUS. PHONE: [REDACTED]	CELL. PHONE: [REDACTED]	FAX: [REDACTED]
MAKE: JAYCO	MODEL: GREYHAWK 31 F	SIZE: [REDACTED]	BODY TYPE: C MTRH.
CHASSIS MAKE: FORD	VIN NUMBER: 1FDXE4FN4NDC28525	YEAR: [REDACTED]	GROSS WEIGHT: 14500
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	COLOR: MODERN FAR	SERIAL NUMBER: 1UJLJCBR1N1MF4102	PROPOSED DELIVERY DATE: 04/12/2022 12:00:00 P
INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.		BASE PRICE OF UNIT: \$ 134,987.00	
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES		OPTIONAL EQUIPMENT: 0.00	
FACTORY: \$ 134,987.00		REBATE: 0.00	
CUSTOMER VALUE PKG:		SUB-TOTAL: \$ 134,987.00	
TV- Bed Beds:		SALES TAX: 0.00	
		TIRE TAX: 6.00	
		TAG & TITLE: -192.70	
		DOC FEE: 389.00	
		CASH PURCHASE PRICE: \$ 135,609.00	
		TRADE-IN ALLOWANCE: \$ 0.00	
		BAL DUE ON ABOVE: \$ 0.00	
		NET ALLOWANCE: \$ 0.00	
		CASH/DOWN PAYMENT: \$ 142,604.00	
		LESS TOTAL CREDITS: \$ 142,604.00	
		UNPAID SUB-TOTAL: \$ -6,995.00	
		ADDITIONAL ITEMS PURCHASED:	
		SERVICE CONTRACT: 5,526.00	
		TIRE & WHEEL PROTECTION: 1,469.00	
		SALES TAX (If Not Included Above): 419.70	
		UNPAID BALANCE OF CASH SALE PRICE: \$ 0.00	
REMARKS:		*NO VERBAL PROMISES	
BALANCE CARRIED TO OPTIONAL EQUIPMENT: \$ 0.00			
Year	Yr.	Make	Model
REMARKS:			
AGREEMENT SUBJECT TO FINAL INSPECTION OF BUYER'S TRADE-IN.		IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.	
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.		Dealer and Buyer certify that the additional terms and conditions printed on the back of this Agreement are agreed to as part of this Agreement, the same as if printed above the signature. Buyer is purchasing the above described Unit; the optional equipment and accessories; that Buyer's trade-in is free from all claims whatsoever, except as noted.	
DESCRIPTION OF TRADE-IN	SIZE	TRADE IN	EXP. DATE
MAKE		MODEL & YEAR	COLOR
CHASSIS MAKE	NONE	VIN #	
CHASSIS YEAR		TITLE #	
AMOUNT OWING TO VENDOR			
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER			
THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR PROMISE HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS AGREEMENT.			
BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.			
FRETZ ENTERPRISES, INC. DEALER		SIGNED BY: Thomas G. Kilduff BUYER	
Not Valid Unless Signed and Approved by an Officer of the Company		SIGNED BY: [Signature] BUYER	
By: [Signature] Approved			

ADDITIONAL DISCHARGE AGREEMENT RVA 1203

EXHIBIT "B"



Quality service since 1946

Invoice

3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121

SERVER2008 # scott U:01232

THOMAS GLENN KILDUFF

25 [REDACTED] ET

BE [REDACTED] 20

61 [REDACTED]

Next Service Date

07/14/22

Invoice 259325
Date In 04/12/22
Completed 04/18/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJCBR1N1MF4102
VIN# 1FDXE4FN4NDC28525
Stock# 17180
Miles 664

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		JOB ID 1: FANTASTIC FAN LID IS BROKEN						Warranty
		FOUND LID MOUNT TO BE BROKEN AT LIFT POINT REMOVED LID AND INSTALLED A NEW LID						
		JAYCO INC.						
D7E-K102081		ROOF VENT LID; FAN-TASTIC (TM); HINGE WITH RIVETS; WHITE	1.0	46.64		46.64		Warranty
		REPLACE FANTASTIC FAN LID					48.00	Warranty
		LABOR						Warranty
Job ID: 1		TOTAL FOR SUB ORDER:					94.64	

04/28/22 89.84 Warranty Deposit
04/18/22 0.00 Warranty Deposit
04/28/22 89.84 Warranty

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, we the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, we acknowledge that the above-listed repairs that we are requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. We understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me/us. We also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

We the undersigned acknowledge the foregoing as factual and we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher).

x _____ Date _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Thank You!

Labor	48.00
Parts	46.64
Sublet	0.00
Tax	0.00
Total	94.64
(-) Warranty	94.64
Customer Due	0.00
(+) Deductible	0.00
Payments Applied	94.64
Customer Balance	0.00
Account Balance	0.00



Quality service since 1946

3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121

SERVER2008 # Adminis U:SFRETZ

Invoice

Invoice 261580
Date In 05/09/22
Completed 06/25/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJCBBR1N1MF4102
VIN# 1FDXE4FN4NDC28525
Stock# 17180
Miles 1046

THOMAS GLENN KILDUFF

2

B

6

Next Service Date
07/14/22

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		<p>CAMERA-THE REAR CAMERA COMES ON AND STAYS ON ONCE HE CHANGES LANES</p> <p>NO PROBLEM FOUND.</p> <p>CYCLED THROUGH ALL THREE CAMERAS MULTIPLE TIMES WHILE DRIVING COACH AROUND THE LOT AND AGAIN IN THE SHOP.</p> <p>JAYCO INC.</p> <p>LABOR</p> <p>JOB ID 6: THE PASSENGER SIDE COMPARTMENT BEHIND THE LP TANK DOES NOT LATCH</p> <p>STRICKER FOR LATCH IN WRONG POSITION.</p> <p>REPOSITION STRICKER PLATE, LUBED LOCK AND HANDLE ASSEMBLY, DOOR WORKING AND LATCHING GOOD.</p> <p>MOVED STRICKER PLATE FOR LATCH TO CATCH</p>					40.00	Warranty Warranty Warranty
Job ID: 6		TOTAL FOR SUB ORDER:	40.00					
		<p>JOB ID 7: DEMO SATELLITE TO CUSTOMER</p> <p>CUSTOMER DECLINED DEMO GOT INFORMATION OFF BOTH SAT. RECEIVERS SO CUSTOMER COULD ACTIVATE BEFORE PICK UP.</p> <p>LABOR</p> <p>LABOR</p>						GoodWill GoodWill GoodWill

CONTINUED ON NEXT PAGE



Quality service since 1946

Invoice

3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121

SERVER2008 # JUDYM U:RRAPELJE

Invoice 260450
Date In 05/09/22
Completed 06/07/22

THOMAS GLENN KILDUFF

25

BE

61

Next Service Date
07/14/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJCBR1N1MF4102
VIN# 1FDXE4FN4NDC20525
Stock# 17180
Miles 743

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		JOB ID 1: RADIO/MONITOR STOPPED WORKING 3 MILES FROM SALES DELIVERY						Warranty
		WIRING A MESS UNDER DASH. YELLOW TO YELLOW WITH RED TRACER TO RADIO DEAD (NO POWER). CALLED AND TALKED TO SEAN AT JAYCO. TRACED WIRE TO BATTERY COMPARTMENT AND BUTT CONNECTOR, ALL GOOD. REMOVED LEFT SIDE BATTERY AND FOUND NUT LOOSE ON BATTERY DISCONNECT SOLENOID, SIDE WITH CONTROL BOARD. STRAIGHTEN CONTROL BOARD AND TIGHTEN ALL FOUR NUTS ON SOLENOID. FOUND BLOWN 7.5 AMP FUSE ON SOLENOID. REPLACED FUSE AND REINSTALLED BATTERY. REPAIRED BAD CONNECTION UNDER DASH. RADIO NOW WORKS. CLEAN UP AND WIRE TIE ALL WIRING IN PLACE UNDER DASH.						
		JAYCO INC.						
		RADIO/MONITOR DIAG/REPAIR WIRING					520.00	Warranty
Job ID: 1		TOTAL FOR SUB ORDER:	520.00					
		JOB ID 3: THE 4TH COMPARTMENT BACK IS HARD TO LOCK AND IT COMES OPEN IN TRAVEL						Warranty
		LATCH (STRICKER PLATE) OUT OF ADJUSTMENT. ADJUSTED STRICKER PLATE AND LUBED LOCK, LATCH AND HANDLE ASSEMBLY.						
		JAYCO INC.						
		COMPARTMENT ADJUSTMENT					32.00	Warranty
Job ID: 3		TOTAL FOR SUB ORDER:	32.00					
		JOB ID 4: UNIT WILL NOT AUTO LEVEL						Warranty
		NULL WAY OFF. FRONT JACKS WILL NOT EVEN EXTEND. DISPLAY READS EXCESSIVE SLOPE. SET NULL ON SHOP FLOOR. MANUALLY LEVELED COACH. RESET NULL A SECOND TIME. RETRACTED ALL JACKS AND CYCLED AUTO LEVEL. COACH NOW AUTO LEVELS.						
		RESET JACK SYSTEM NULL					56.00	Warranty
Job ID: 4		TOTAL FOR SUB ORDER:	56.00					
		JOB ID 5: CHECK FUEL FILL ON DASH IS IN MESSAGE CENTER & CHECK ENGINE LIGHT IS ON.						GoodWill



Quality service since 1946

3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121

SERVER2008 # JUDYM U:RRAPELJE

Invoice

Invoice 260450
Date In 05/09/22
Completed 06/07/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJC8R1N1MF4102
VIN# 1FDXE4FN4NDC28525
Stock# 17180
Miles 743

THOMAS GLENN KILDUFF

Next Service Date
07/14/22

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		NUMEROUS CODES IN FORD ECU. GAS CAP NOT SEATED PROPERLY. REMOVED AND REINSTALLED GAS CAP. RESCANNED UNIT. CLEARED ALL CODES IN ECU. STARTED ENGINE NO LONGER HAS MESSAGE OR CHECK ENGINE LIGHT. CLEAR CHECK ENGINE LIGHT					96.00	GoodWill
Job ID: 5		TOTAL FOR SUB ORDER:	96.00					

06/07/22 0.00 Warranty Deposit
06/07/22 96.00 GoodWill

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, I/we acknowledge that the above-listed repairs that I/we are requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. We understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to make. We also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

We the undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher).

_____ Date _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Thank You!

Labor	704.00
Parts	0.00
Sublet	0.00
Tax	0.00
Total	704.00
(-) Warranty	608.00
Customer Due	0.00
(+) Deductible	0.00
Payments Applied	704.00
Customer Balance	0.00
Account Balance	0.00



Quality service since 1946

3479 Bethlehem Pike
Souderton, PA 18964

215-723-3121

SERVER2008 # Adminis U:SFRETZ

THOMAS GLENN KILDUFF

Next Service Date

07/14/22

Invoice

Invoice 261580

Date In 05/09/22

Completed 06/25/22

Year 2022

Make JAYCO

Model GREYHAWK 31 F

Serial# 1UJLJC8R1N1MF4102

VIN# 1FDXE4FN4NDC28525

Stock# 17180

Miles 1046

Part#	Job	Service & Part Description	Qty	List Price	Ext. Labor
				07/22/22 75.00 Warranty	Deposit
				07/22/22 75.00 Warranty	

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, we the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, we acknowledge that the above-listed repairs that we are requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. We understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to make. We also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

We the undersigned acknowledge the foregoing as factual and we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher).

_____ Date _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	3951.32	0.00	0.00	0.00	0.00

Thank You!

Labor	1192.00
Parts	2897.01
Sublet	0.00
Discount	-288.89
Tax	223.66
Total	4023.78
(-) Warranty	72.46
Customer Due	3951.32
(+) Deductible	0.00
Payments Applied	4023.78
Customer Balance	3951.32
Account Balance	0.00

You Saved 288.89



Quality service since 1946

3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121

SERVER2008 # JUDYM U:RRAPELJE

Invoice

Invoice 264140
Date In 07/14/22
Completed 08/17/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJCBR1N1MF4102
VIN# 1FDXE4FN4NDC28525
Stock# 17180
Miles 2,843

THOMAS GLENN KILDUFF

Next Service Date
07/14/22

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
-------	-----	----------------------------	-----	------	------	-------	------	-------

**JOB ID 1: DASH CAMERA WON'T GO BACK TO RADIO IF
CUSTOMER USES THE TURN SIGNALS IT WON'T GO BACK TO
GARMIN OR RADIO**

FAILED HEAD UNIT (STEREO) CALLED INTO JAYCO AND THEY
FEEL THE HEAD UNIT IS OVERHEATER.
DASH STEREO FAILED.

DISASSEMBLE DASH AND PULL STEREO TO GET ALL PICTURES
AND NUMBERS. P.O.O. 08/05/22 - DAVE-131

DAVID WORKED WITH SHAWN AT JAYCO ON THIS DIAG

WILL PRE-AUTH THIS REPLACEMENT WITH JAYCO

ASSEMBLE AND INSTALLED NEW STEREO HEAD UNIT. TESTED
ALL FUNCTIONS OF HEAD UNIT AND CAMERAS, ALL GOOD.

JAYCO INC.

XAV-AX8000

SONY XAV-AX8000 10IN CHASSIS 8.95" FLOATING LCD
SCREEN WITH APPLE CAR PLAY, ANDROID AUTO, MEDIA
RECEIVER WITH BLUETOOTH

1.0

909.99

909.99

Warranty

R&R RADIO

225.00

Warranty

Job ID: 1 TOTAL FOR SUB ORDER: 1134.99

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3479 Bethlehem Pike
Souderton, PA 18964
215-723-3121
SERVER2008 # JUDYM U:RRAPELJE

Invoice

Invoice 263090
Date In 07/14/22
Completed 08/10/22

THOMAS GLENN KILDUFF



Next Service Date
07/14/22

Year 2022
Make JAYCO
Model GREYHAWK 31 F
Serial# 1UJLJC8R1N1MF4102
VIN# 1FDXE4FN4NDC28525
Stock# 17180
Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		JOB ID 2: WHEN CUSTOMER IS DRIVING THE RADIO WILL NOT ALLOW YOU TO CHANGE TO ANOTHER CHANNEL						Warranty
		DIAG IN JOB#1						
		JOB ID 3: THE VALANCE OVER THE DINETTE HAS FALLEN DOWN AND BROKEN						Warranty
		FASTENED TO WALL AND UPPER FABRIC SECTION POORLY.						
		REBUILT WINDOW FRAME AND VALANCE. COUNTERSINK SCREW HOLES IN FRAME AND FASTEN WITH NEW SCREWS. REFASTEN UPPER FABRIC SECTION OF VALANCE. REINSTALL WINDOW SHADE.						
		JAYCO INC.						
		SECURE VALANCE AND BLIND					160.00	Warranty
Job ID: 3		TOTAL FOR SUB ORDER:						
		JOB ID 4: THE A/C WILL NOT COOL WHILE DRIVING WHILE RUNNING THE GENERATOR-IT COOLS GREAT PLUGGED INTO THE SHORE AND NOT MOVING						GoodWill
		NO PROBLEM FOUND.						
		SEE ATTACHED PICTURE'S OF TEMPS WHILE DRIVING. GENERATOR OUTPUT WITH A/C ON 120.1 VAC @ 60.01 HZ. QUICK DUMPS WERE OPEN ON THE A/C WHICH IS OK FOR ABOUT 15 MIN. THEN MUST BE CLOSED TO AVOID A/C FREEZE UP!						
		JAYCO INC.						
		NO PROBLEM FOUND IN THE SHOP					48.00	GoodWill
Job ID: 4		TOTAL FOR SUB ORDER:						
		JOB ID 5: QUOTE TO INSTALL A SECOND ROOF TOP A/C - CAN WE INSTALL A FURRIOR IN THE BEDROOM						GoodWill
		CUSTOMER REQUEST.						

CONTINUED ON NEXT PAGE



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Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		GOT NEEDED INFO FROM JAYCO AND PARTS AND WROTE QUOTE. A FURRIOR 14,500 A/C COULD BE INSTALLED IN THE BEDROOM 3932469- ROOF TOP A/C - \$850.00 3929926-MANUAL CONTROLS-\$145.00 LABOR TO REMOVE VENT AND INSTALL THE A/C-\$480.00 TOTAL-\$1475.00 PLUS TAX CUSTOMER DECLINED THIS INSTALL AT THIS TIME. JOB ID 6: THE DRAWER UNDER THE STOVE COMES OPEN IN TRAVEL LARGER DRAWER LATCH NOT STRONG ENOUGH. DRAWER TRACK FAILED. ADDED A SECOND LATCH TO DRAWER TO HOLD CLOSED IN TRAVEL. TRACKS LOOSING BALL BEARINGS, R & R COMPLETE SET OF DRAWER TRACKS. JAYCO INC.						
J45-70435		CABINET CATCH	1.0	2.60		2.60		Warranty
0268638		GUIDE DWR BBRG 20" SL 37 MM	1.0	15.00		15.00		Warranty
		RGR DRAWER GUIDES AND INSTALL A CATCH					64.00	Warranty
Job ID: 6		TOTAL FOR SUB ORDER:	81.60					
		JOB ID 7: THE 1ST DRAWER IN THE BUNK AREA COMES OPEN IN TRAVEL NOT ADJUSTED PROPERLY. LUBED AND ADJUSTED DRAWER TRACKS. JAYCO INC. ADJUSTED DRAWER TRACKS					56.00	Warranty
Job ID: 7		TOTAL FOR SUB ORDER:	56.00					
		JOB ID 8: THE DRAWER AT THE BOTTOM OF THE BED TO THE LEFT HAND SIDE COMES OPEN IN TRAVEL NOT ADJUSTED PROPERLY.						Warranty

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VIN# 1FDXE4FN4NDC28525

Stock# 17180

Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
J45-70435		LUBED AND ADJUSTED DRAWER TRACKS. JAYCO INC. CABINET CATCH ADJUSTED DRAWER TRACKS	1.0	2.60		2.60		Warranty
							56.00	Warranty
Job ID: 8	TOTAL FOR SUB ORDER: 56.60							
ZIPTIE		JOB ID 9: THERE IS A BUNDLE OF WIRES ZIP TIED AND HANGING DOWN SECURE SO IT DOES NOT GET CAUGHT ON ANYTHING NUMEROUS HARNESSSES HANGING TOO LOW UNDER UNIT. WIRE TIED HARNESSSES IN PLACE AS NEEDED. JAYCO INC. ZIPTIE TIED UP HARNESSSES UNDER UNIT	10.0	0.25		2.50		Warranty
							32.00	Warranty
Job ID: 9	TOTAL FOR SUB ORDER: 34.50							
		JOB ID 10: ENTRY DOOR HANDLE VERY CROOKED AND WORKS VERY HARD MOUNTED POORLY REMOVED ENTRY DOOR HANDLE. REINSTALLED STRAIGHT AND LUBED AS NEEDED. TESTED ALL FUNCTIONS, ALL GOOD. JAYCO INC. RESET ENTRANCE DOOR HANDLE						Warranty
							48.00	Warranty
Job ID: 10	TOTAL FOR SUB ORDER: 48.00							
		JOB ID 11: CHECK ENGINE LIGHT ON GAS CAP NOT SEATED CORRECTLY. INSTALLED GAS CAP PROPERLY. SCAN ECU AND CLEARED ALL CODES. RESAN AFTER TEST DRIVE, ALL GOOD. JAYCO INC. SCAN CODES						GoodWill
							112.00	GoodWill

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Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
Job ID: 11		TOTAL FOR SUB ORDER:		112.00				

08/10/22 162.88 GoodWill Deposit
08/10/22 0.00 Warranty Deposit

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, I, the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, I acknowledge that the above-listed repairs that I am requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. I understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me/us. I also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

I, the undersigned, acknowledge the foregoing as factual and I hereby acknowledge receipt of completed copy. I agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher).

_____, Date _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Thank You!

Labor	576.00
Parts	22.70
Sublet	0.00
Tax	2.88
Total	601.58
(-) Warranty	438.70
Customer Due	0.00
(+) Deductible	0.00
Payments Applied	601.58
Customer Balance	0.00
Account Balance	0.00